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9 UNITED STATES DISTRICT COURT

10 DISTRICT OF NEVADA

11 JOHN DOE, individually,

12 Plaintiff,

13 -vs-

14 RANALLI, ZANIEL, FOWLER & MORAN,
LLC, a Nevada Limited Liability Company,
15 DOES I-X, and ROE CORPORATIONS I-X,
inclusive,

16 Defendant.
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CASE NO. 2:17-cv-02556-JAD-CWH

**STIPULATED PROTECTIVE ORDER
GOVERNING DISCLOSURE OF
CONFIDENTIAL AND JOHN DOE
DESIGNATED INFORMATION**

18 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, Plaintiff John Doe
19 ("Plaintiff") and Defendant Ranalli, Zaniel, Fowler & Moran, LLC ("Defendant") (Defendant with
20 Plaintiff collectively as the "Parties" or individually as "Party") hereby submit this proposed
21 Stipulated Protective Order for the purpose of ensuring that Confidential and John Doe Designated
22 Information, as defined below, exchanged during discovery or potentially submitted to the Court
23 by the Parties is not disclosed or used for any purpose outside of the above captioned lawsuit.
24 Accordingly, the Parties hereby stipulate, subject to approval and entry of an Order by the Court,
25 to the following:
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1 **I. Definitions and Terms**

2 1. “Confidential Information” means any document, information, or material involving
3 or containing sensitive personal, business, or financial information; any portion of a third party’s
4 personnel file, which the producing Party reasonably and in good faith believes contains proprietary
5 and/or sensitive information not available in the public domain; or information to which an
6 individual or company has an established and legitimate right to privacy or confidentiality. The
7 information generally includes, but is not limited to, information concerning a person’s financial
8 or health information; non-public corporate financial information; confidential technical, sales,
9 marketing, personal, financial, or other commercially-sensitive information; and any other
10 information that the designating party reasonably and in good faith believes as worthy of protection
11 as confidential or privileged.

12 2. “John Doe Designated Information” (hereinafter “JDDI”) means any document,
13 information, or material containing Plaintiff’s name that pertains to medical information,
14 pertaining to HIV/AIDS or any other blood-borne illness, the disease/illness that Plaintiff claims
15 was the motivation for his termination.

16 3. “Disclosed” is used in its broadest sense and includes, but not limited to, *inter alia*,
17 directly or indirectly shown, divulged, revealed, produced, described, transmitted or otherwise
18 communicated, in whole or in part.

19 4. “Discovery Material(s)” means any information presented in documents, answers to
20 interrogatories, responses to requests for admission, deposition testimony, deposition transcripts
21 and exhibits, other responses to requests for information and/or written information, whether
22 produced voluntarily or involuntarily, in response to discovery requests in this litigation by any
23 party.

24 5. “Document” is defined as the term is used in the Federal Rules of Civil Procedure
25 34(a) and includes (i) any writing, original, and duplicate, previously produced in this action by
26 any person, and (ii) any copies, reproductions, or summaries of all or any part of the foregoing.

1 6. “Expert” means any person who is not one of the Parties but who falls under the
2 provisions of FRCP 26(b)(4), including, but not limited to, any expert who has been specially
3 retained but is not expected to testify, and any expert who has been informally consulted by but not
4 retained. An Expert shall be limited to an individual who, in the judgment of the counsel
5 designating the Expert, is reasonably necessary for development and presentation of that Party’s
6 case. Experts include outside experts or consultants retained to provide technical or other expert
7 services such as expert testimony, and rebuttal expert testimony.

8 7. “Later Appearing Party(ies)” means any individual or entity, other than the Parties,
9 who is joined, either voluntarily or involuntarily, to the Litigation after this Order has been executed
10 by the Parties and entered by the Court.

11 8. “Litigation” means the civil law suit commenced by Plaintiff against Defendant in
12 the United States District Court, District of Nevada under case number 2:17-cv-02556-JAD-CWH
13 and styled as *John Doe v. Ranalli, Zaniel, Fowler & Moran*.

14 9. “Protective Order” means this order, which has been styled as *Stipulated Protective*
15 *Order Governing Disclosure Confidential or John Doe Designated Information*.

16 10. “Under Seal” is defined as sealing confidential documents consistent with the
17 procedure laid out in the local rule IA 10-5 of the United States District Court, District of Nevada.
18 In the event that the United States District Court, District of Nevada publishes a new procedure for
19 the filing of documents under seal, the Parties may follow said published procedure.
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21 11. The protections conferred by this Stipulated Protective Order cover not only
22 Confidential Information (as defined above) and JDDI (as defined above), but also (a) any
23 information copied or extracted from Confidential Information; (2) all copies, excerpts, summaries,
24 or compilations of Confidential Information/JDDI; and (3) any testimony, conversations, or
25 presentations by Parties or their Counsel that might reveal Confidential Materials. However, the
26 protections conferred by this Stipulation and Order do not cover the following information: (a) any
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1 information that is in the public domain at the time of disclosure to a Receiving Party or becomes
2 part of the public domain after its disclosure to a Receiving Party as a result of publication not
3 involving a violation of this Order, including becoming part of the public record through trial or
4 otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained
5 by the Receiving Party after the disclosure from a source who obtained the information lawfully
6 and under no obligation of confidentiality to the Designating Party. Any use of Confidential
7 Material at trial shall be governed by a separate agreement or order.
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9 12. Even after final disposition of this litigation, the confidentiality obligations imposed
10 by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
11 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
12 claims and defenses in this action, with or without prejudice; and (2) final judgment herein after
13 the completion and exhaustion of all appeals, re-hearings, remands, trials or reviews of this action,
14 including the time limits for filing any motions or applications for extension of time pursuant to
15 applicable law.
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17 **II. Effect of Designating Materials as Confidential or JDDI, and Obligation of the Parties**
18 **to Use Reasonable Care in Such Designation**

19 Any Discovery Material or other Documents, information, or materials may be designated
20 as "Confidential" or "JDDI" under this Order. The assertion of this designation of "Confidential"
21 or "JDDI" shall constitute a representation to the Court that counsel for the producing Party believes
22 in good faith that the material so designated such information as defined in this Order. Except with
23 the prior written consent of the producing Party or by court order or as otherwise compelled by
24 force of law, no Discovery Materials or other Documents, information, or materials stamped
25 "Confidential" or "JDDI" may be disclosed to any person except as permitted by the procedures
26 herein.
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1 The Parties will use reasonable care to avoid designating any Documents or information as
2 “Confidential” or “JDDI” that is generally available to the public or is otherwise not entitled to
3 such designation. The Parties shall designate only that part of a document or deposition that
4 contains Confidential or John Doe Designated Information, rather than the entire document or
5 deposition.
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7 1. For Documents (apart from transcripts of depositions or other pretrial or trial
8 proceedings), the Designating Party must affix the legend “CONFIDENTIAL
9 INFORMATION” or “CONFIDENTIAL – JDDI” on each page of any Document
10 containing such designated Confidential Material.

11 2. For Testimony given in depositions, the Designating Party may either:
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13 (a) If reasonable practicable, identify on the record at the time the subject matter is
14 introduced, that the subject matter constitutes “CONFIDENTIAL
15 INFORMATION” or “CONFIDENTIAL – JDDI” information;

16 (b) If the subject matter or responses to inquiries are not identified at the time of
17 questioning, then before the close of the deposition, identify on the record to
18 the extent reasonably practicable by specifying all portions of the Testimony that
19 qualifies as “CONFIDENTIAL INFORMATION” or “CONFIDENTIAL –
20 JDDI”; or
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22 (c) designate the entirety of the testimony at the deposition, or, if not so designated
23 at the deposition, within 21 days from receipt of the final transcript, as
24 “CONFIDENTIAL INFORMATION” or “CONFIDENTIAL – JDDI” with the
25 right to identify more specific portions of the testimony as to which protection
26 is sought within 45 days following receipt of the deposition transcript. If a Party
27 intends to publicly file portions of the transcript or otherwise make them
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1 available to the public before expiration of the 21 day period, the Party intending
2 to publicly file or otherwise make available portions of the transcript must, in
3 good faith, notify opposing counsel and request an expedited review of the
4 deposition transcript. In circumstances where portions of the deposition
5 Testimony are designated for protection, the transcript pages containing
6 "CONFIDENTIAL INFORMATION" or "CONFIDENTIAL – JDDI" may be
7 separately bound by the court reporter, who must affix to the top of each page
8 the legend "CONFIDENTIAL INFORMATION" or "CONFIDENTIAL –
9 JDDI," as instructed by the Designating Party.

11 **III. Designation of Discovery Materials as Confidential or JDDI**

12 (a) A producing Party may designate as confidential Discovery Materials containing
13 "CONFIDENTIAL INFORMATION" or "CONFIDENTIAL – JDDI" by stamping or otherwise
14 marking the designated material as "CONFIDENTIAL INFORMATION" or "CONFIDENTIAL –
15 JDDI" and producing and listing it on a log. For information produced in some form other than
16 Documents, and for any other tangible items, including, without limitation, compact discs or DVDs,
17 the Designating Party must affix in a prominent place on the exterior of the container or containers
18 in which the Information or item is stored the legend "CONFIDENTIAL INFORMATION" or
19 "CONFIDENTIAL – JDDI." If only portions of the Information or item warrant protection, the
20 Designating Party, to the extent practicable, shall identify the "CONFIDENTIAL
21 INFORMATION" or "CONFIDENTIAL – JDDI" portions.

22 (1) Each Party shall maintain a log for the Documents it has produced that have
23 been designated "CONFIDENTIAL INFORMATION" or "CONFIDENTIAL - JDDI" and produce
24 an updated log, containing all designations, when producing documents or information that are
25 designated "CONFIDENTIAL INFORMATION" or "CONFIDENTIAL - JDDI." The log shall
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1 identify the specific material that has been designated "CONFIDENTIAL INFORMATION" or
2 "CONFIDENTIAL – JDDI," and whether the information has been designated "CONFIDENTIAL
3 INFORMATION" or "CONFIDENTIAL – JDDI." For the purposes of the log, Documents that
4 have been designated confidential or JDDI may be identified by Bates Numbers and deposition
5 transcripts may be by page and line number.

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7 (2) The fact that a document is stamped "CONFIDENTIAL INFORMATION"
8 or "CONFIDENTIAL – JDDI," by one Party shall not be construed as an admission by any other
9 Party that such document contains confidential and/or protected information, nor shall it limit or
10 preclude the right of any Party to object to the "CONFIDENTIAL INFORMATION" or
11 "CONFIDENTIAL – JDDI," designation and to file any appropriate motion(s) to determine the
12 propriety of such designation or protect the designated material.

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14 (a) To the extent reasonably practicable, a producing Party shall designate its
15 discovery responses, responses to requests for admission, briefs, memoranda and all other papers
16 sent to the Court or to opposing counsel as containing "CONFIDENTIAL INFORMATION" or
17 "CONFIDENTIAL – JDDI" information when such papers are served or sent.

18 (b) A Party shall designate information disclosed at a hearing or trial as
19 "CONFIDENTIAL INFORMATION" or "CONFIDENTIAL – JDDI," by requesting the Court, at
20 the time the information is proffered or adduced, to receive the information only in the presence of
21 those persons designated to receive such information and court personnel, and to designate the
22 transcript appropriately.

23 24 **IV. Inadvertent Disclosure of Confidential or John Doe Designated Information**

25 The inadvertent production or disclosure by any Party or non-Parties of any Document,
26 testimony or information in this Proceeding that is, in whole or in part, protected by the attorney-
27 client privilege or the attorney work product doctrine, or any other applicable legal privilege
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1 (“Claim of Privilege”), shall be without prejudice to a claim that such item is protected by such a
2 privilege and such Party shall not be held to have waived any rights by the inadvertent production
3 or disclosure. If any Document, testimony or information that is subject to a Claim of Privilege is
4 inadvertently produced or disclosed, the Party that inadvertently produced the document or
5 information shall give written notice of the inadvertent production or disclosure within 90 days of
6 actual discovery of the inadvertent production or disclosure. Failure to provide the notice within
7 90 days shall not operate as a waiver of an applicable privilege. When a Producing Party gives
8 notice that certain inadvertently produced material is subject to a claim of privilege or other
9 protection, the obligations of the receiving parties are those set forth in Federal Rule of Civil
10 Procedure 26(b)(5)(B). Should the receiving Party choose to destroy the inadvertently produced
11 Document, testimony or information, after being advised the Claim of Privilege the receiving Party
12 shall notify the producing Party in writing of such destruction within ~~10~~ 20 days of receipt of written
13 notice of the inadvertent production.
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16 If the producing Party inadvertently fails to stamp or otherwise appropriately designate or
17 list certain Discovery Materials, Documents, or information as “CONFIDENTIAL
18 INFORMATION” or “CONFIDENTIAL – JDDI” upon their production or disclosure, such
19 inadvertent failure to designate shall not constitute nor shall it be deemed a waiver of a subsequent
20 claim of protected treatment under this Order. A Party that produces Discovery Materials,
21 Documents, or information which it believes should be designated as “CONFIDENTIAL
22 INFORMATION” OR “CONFIDENTIAL – JDDI,” but was not so designated, shall notify the
23 receiving Party it has produced such materials within ten (10) days of so learning that the
24 appropriate designation was not made. Additionally, the receiving Party shall return the subject
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1 materials, as well as any copies, reproductions, or duplications of the materials, to the producing
2 Party within five (5) days of learning that the potentially "CONFIDENTIAL INFORMATION" or
3 "CONFIDENTIAL – JDDI" information/documents were inadvertently disclosed.

4 **V. Parties Who Can Receive Confidential or John Doe Designated Information**

5 Notwithstanding section II, Discovery Materials, Documents, information, or items
6 stamped "CONFIDENTIAL INFORMATION" or "CONFIDENTIAL – JDDI," may only be
7 disclosed to: (i) the Parties; (ii) all attorneys representing the Parties in the Litigation; (iii)
8 para-professionals, secretaries, and other non-attorney personnel, who are retained, engaged, or
9 employed by firms or by individual attorneys representing the Parties in the Litigation, but only to
10 the extent that disclosure to such person(s) is necessary in order for them to assist attorneys in
11 connection with the Litigation; (iv) Experts, as outlined in FRCP 26(b)(4), whether the experts are
12 informally consulted but not retained or generally retained; and (v) the Court and all court
13 personnel, including stenographers employed to record and transcribe testimony given upon sworn
14 statement, deposition, and/or trial. To the extent such "CONFIDENTIAL INFORMATION" OR
15 "CONFIDENTIAL – JDDI," may be disclosed to court personnel or filed with the Court it may,
16 upon a showing sufficient to satisfy the requirements of the Court concerning sealed documents,
17 be done under seal, and the party seeking to seal such documents shall have the obligation to seek
18 a Court Order to allow the documents to be submitted under seal.

19 Additionally, the Parties shall not obtain, take possession of, or otherwise retain any copies,
20 reproductions, or duplications of any Discovery Materials, Documents, information, or items
21 designated as "CONFIDENTIAL INFORMATION" OR "CONFIDENTIAL – JDDI." Moreover,
22 no Party shall transcribe, write, annotate, or otherwise record any of the information that has been
23 designated as "CONFIDENTIAL INFORMATION" OR "CONFIDENTIAL – JDDI," and is
24 prohibited from using such information in any way outside of the Litigation. Subject to the
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1 foregoing restrictions, this section shall not be construed to prevent any Party from otherwise
2 reviewing information designated by any other Party or third party as "CONFIDENTIAL
3 INFORMATION" OR "CONFIDENTIAL – JDDI," or to prevent counsel for a Party from
4 disclosing such information to the Party.

5 **VI. Permissible Use of Confidential or John Doe Designated Information**

6 (a) **Submission to the Court**

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8 To the extent materials containing Plaintiff's name are submitted to the Court, his name
9 shall be redacted and a separate filing with the disclosure of Plaintiff's name shall be submitted
10 under seal. Materials containing Plaintiff's name may be submitted for the Court's consideration
11 for any legitimate purpose including, but not limited to, discovery disputes, dispositive motions,
12 and any other motion practice by the Parties relevant to this matter.

13 (b) **Other Uses**

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15 Persons obtaining access to Discovery Materials, Documents, or materials stamped
16 "CONFIDENTIAL INFORMATION" OR "CONFIDENTIAL – JDDI," pursuant to this Order
17 shall use the information only for the purpose of the Litigation, through and including appeal(s),
18 and shall not use such information for any other purpose, including business, governmental,
19 commercial, administrative, or judicial proceedings, unless required by court order or compelled
20 by force of law.

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22 If any person receiving information covered by this Protective Order is: (a) subpoenaed in
23 another action or proceeding; (b) served with a request or demand in another action to which he,
24 she, or it is a party; or (c) served with any other legal process by one not a party to this action,
25 seeking information designated as "CONFIDENTIAL INFORMATION" OR "CONFIDENTIAL
26 – JDDI," pursuant to this Order, the subpoenaed party shall: (i) promptly give written notice, by
27 hand or facsimile transmission, within forty-eight (48) hours of receipt of such subpoena, request,
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1 demand, or legal process to the party that produced or designated the material as
2 "CONFIDENTIAL INFORMATION" OR "CONFIDENTIAL – JDDI," (ii) decline to produce
3 such material unless otherwise ordered by a court or other tribunal or body with lawful authority to
4 compel disclosure; and (iii) respond to any effort to enforce such subpoena, request, demand, or
5 other legal process by setting forth the existence of this Protective Order. Nothing herein shall be
6 construed as requiring the subpoenaed Party or anyone else covered by this Order to challenge or
7 appeal any order requiring production of "CONFIDENTIAL INFORMATION" OR
8 "CONFIDENTIAL – JDDI," to subject itself to any penalties for non-compliance with any legal
9 process or order, or to seek any relief from the Court.
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11 **VII. Disclosure Agreements for Third Parties**

12 Except as provided below, any third parties who are provided with "CONFIDENTIAL
13 INFORMATION" OR "CONFIDENTIAL – JDDI," must execute the disclosure agreement
14 attached hereto as **Exhibit A**. Copies of the executed disclosure agreement must be provided to
15 the other Parties within ten (10) business days of execution of any such disclosure agreement. No
16 disclosures shall be made to any third parties for a period of five (5) business days after the
17 disclosure agreement is provided to the other Parties.
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19 Notwithstanding the foregoing restriction, the following persons may receive
20 "CONFIDENTIAL INFORMATION" OR "CONFIDENTIAL – JDDI" upon executing the
21 disclosure agreement attached hereto as **Exhibit A**, but without notice or disclosure to the other
22 Parties:
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- 24 (a) Counsel representing a Party in this matter;
25 (b) Experts retained or specially employed to testify or consult in this Litigation; and
26 (c) Vendors who provide administrative or litigation support services to a Party's counsel.
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1 This section shall not be construed to apply to any person employed by a Party's attorneys
2 or the Court and all court personnel, including stenographers employed to record and transcribe
3 testimony given upon sworn statement, deposition, and/or trial.

4 **VIII. Challenges to a Designation of Confidential or JDDI**

5 (a) Any receiving Party may challenge a producing Party's designation at any time.
6 Unless a prompt challenge to a Designating Party's confidentiality designation is necessary to avoid
7 foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or
8 delay of the litigation, a failure of any Party to expressly challenge a claim of "CONFIDENTIAL
9 INFORMATION" OR "CONFIDENTIAL – JDDI," or any Document designation shall not
10 constitute a waiver of the right to challenge the designation at any subsequent time as long as the
11 challenge is made within a reasonable time. The foregoing notwithstanding, the parties agree to
12 use their best efforts to make any challenge to the designation of a Document no later than twenty-
13 one (21) days before trial commences.

14 (b) To challenge a Party's designation as "CONFIDENTIAL INFORMATION" OR
15 "CONFIDENTIAL – JDDI," any receiving Party desiring to disclose or to permit inspection of the
16 same otherwise than is permitted in this Order, must make a good faith effort to meet and confer
17 with the producing Party prior to seeking assistance from the Court. The Challenging Party shall
18 initiate the dispute resolution process by providing written notice of each designation it is
19 challenging and describing the basis for each challenge. The parties shall attempt to resolve each
20 challenge in good faith and must begin the process by conferring directly (in voice-to-voice
21 dialogue) within 21 days of the date of service of notice of the disputed designation. The
22 Challenging Party must explain the basis for its belief that the confidentiality designation was not
23 proper and must give the Designating Party an opportunity to review the designated material, to
24 reconsider the circumstances, and, if no change in designation is offered, to explain the basis for
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1 the chosen designation. A Challenging Party may proceed to the next stage of the challenge process
2 only if it has engaged in this meet and confer process first or if it establishes that the Designating
3 Party is unwilling to participate in the meet and confer process in a timely manner.

4 (c) If, following the Parties' good faith efforts to meet and confer, the Parties cannot
5 agree on a disputed designation, nothing in this Order shall limit a Party's ability to pursue a motion
6 to compel disclosure of the disputed information, a motion to protect the disputed information from
7 being disclosed, or any other similar or related motion practice.

9 **IX. Later Appearing Parties Assent to Abide by the Terms of the Order**

10 Later Appearing Parties shall agree to abide by the terms of this Order before they can
11 obtain, take possession of, or access information that has been designated as "CONFIDENTIAL
12 INFORMATION" OR "CONFIDENTIAL – JDDI." Later Appearing Parties shall demonstrate
13 their agreement by executing **Exhibit A**, providing an executed copy of the exhibit to the Parties,
14 and filing an executed copy of the exhibit with the Court.

16 **X. Miscellaneous Provisions**

17 1. This Order shall be without prejudice to any Party's right to assert at any time that
18 any particular information or document is or is not subject to discovery, production or admissibility
19 on grounds other than confidentiality.

20 2. After the termination or conclusion of the Litigation, the Court will continue to have
21 jurisdiction to enforce this Order.

22 3. Except as required by law, court rules, or ethical obligations of counsel, within one
23 hundred and twenty (120) days after the final conclusion of the Litigation, all Documents
24 information or items designated as "CONFIDENTIAL INFORMATION" OR "CONFIDENTIAL
25 – JDDI," and all copies of such documents, other than exhibits of record, shall be destroyed or
26 returned to the party who produced and designated such materials.
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1 4. Nothing in this Protective Order shall prevent any Party or other individual or entity
2 from seeking modification of the Protective Order or from objecting to discovery that it believes to
3 be otherwise improper. This Protective Order, however, shall not be modified absent an order of
4 the Court or the written agreement of all the Parties hereto.
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6 Dated: March 1, 2018

 Dated: March 1, 2018

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8 JACKSON LEWIS P.C.

 HUBLEY LAW, LTD

9 /s/ Dione C. Wrenn

/s/ Gregg A. Hubley

10 ELAYNA J. YOUCHAH, Bar #5837
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 Attorney for Plaintiff

15 **ORDER**

16 IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED that the instant *Stipulated*
17 *Protective Order Governing Disclosure of Confidential or John Doe Designated Information* is
18 **GRANTED** in accordance with the terms and provisions described above.

19 Dated this March 2 , 2018.

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21 UNITED STATES
22 MAGISTRATE JUDGE
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